

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 20	
2. AMENDMENT/MODIFICATION NO 002		3. EFFECTIVE DATE See Block 16C. CODE		4. REQUISITION/PURCHASE REQ. NO: N/A	
6. ISSUED BY U.S. Department of Energy EMCBC, Office of Contracting 250 East 5 th Street Cincinnati, OH 45202		7. ADMINISTERED BY (if other than Item 6) CODE		5. PROJECT NO. (if applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO. DE-SOL-0002084	
		X		9B. DATED (SEE ITEM 11) 10/13/2010	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing Office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See the following pages.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barry M. Page, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) <i>Barry M. Page</i>	16C. DATE SIGNED <i>11-24-10</i>
(Signature of person authorized to sign)			

The purposes of this amendment are as follows:

1. Clause B.2, COST AND FEE, is hereby revised as follows:

- a. The asterisk and the note in Section B.2.1.a are deleted and replaced with footnote number 1.
- b. The asterisk and the note in Section B.2.2.a are deleted and replaced with footnote number 2.
- c. The asterisk and the note in Section B.2.2.b are deleted and replaced with footnote number 3.
- d. The asterisk and the note in Section B.2.3.a are deleted and replaced with footnote number 4.
- e. The asterisk and the note in Section B.2.4.a are deleted and replaced with footnote number 5.
- f. The asterisk and the note in Section B.2.5.a are deleted and replaced with footnote number 6.
- g. The milestone entitled "3 - Deactivation, Decontamination, and Disposition of the Balance of Site Facilities in accordance with Completion Criteria established in Section B.2.6.e.iii" in Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts is deleted and replaced with "3 – Demolition and Removal of the Main Plant Process Building (MPPB) and the Vitrification (Vit) Facility in accordance with Completion Criteria established in Section B.2.6.e.iii."
- h. The milestone entitled "4 - Demolition and Removal of the Main Plant Process Building (MPPB) and the Vitrification (Vit) Facility in accordance with Completion Criteria established in Section B.2.6.e.iv" in Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts is deleted and replaced with "4 – Complete all work described in the Performance Work Statement in accordance with Completion Criteria established in Section B.2.6.e.iv".
- i. The milestone reference in Footnote "h" in "Table 1 - Milestones, Completion Dates and Schedule Incentive Fee Amounts" is changed from Milestone 1" to Milestone "4".
- j. The following is added as B.2.6.d.i:

The Total Contract Maximum Fee shall equal 12% of the Total Contract Target Cost specified in Section B.2.2.a.

- k. The following is added as the second sentence of Section B.2.6.e.ii.3 "Completion":

All waste without a pathway for disposal shall be safely and cost effectively stored on-site for the duration of the contract.

- l. Section B.2.6.e.iii is replaced with the following:

iii. **Milestone 3**

(1) **Title:** Demolition and Removal of the Main Plan Process Building (MPPB) and the Vitrification (Vit) Facility

(2) **Description:** The Contractor shall demolish the MPPB and the Vit Facility, and complete waste management activities for all waste streams in accordance with the Performance Work Statement (PWS).

The Contractor shall be responsible for all planning, coordination, management and labor necessary to demolish the MPPB and Vit Facilities and obtain regulatory and DOE approval of the demolition plan(s) as needed. All waste management activities shall be completed in accordance the PWS. The Contractor shall provide a schedule and detail of activities for accomplishing work required to complete this milestone.

Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work for this milestone activity, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.

(3) **Completion:** For the MPPB and Vit Facility demolition, the incentive is considered complete when all of the following conditions have been met:

- (a) Structures, equipment, debris, and waste has been removed;
- (b) Piping and conduit into and out of the remaining foundation below the nominal 100 +/- 3-ft reference elevation has been isolated;
- (c) All waste resulting from work under this incentive that has a path for disposal has been properly disposed of off site at a DOE approved facility;
- (d) All waste without a pathway for disposal for storage has been properly characterized and packaged and stored in existing on-site storage facilities;
- (e) All approvals for permits required for demolition have been received and provided to DOE;
- (f) All characterization data has been validated and provided for review;

- (g) Storm water and ground water are prevented from entering or exiting the remaining structure; and
- (h) A final report is provided and accepted by DOE containing at a minimum the completion documents list

All activities shall be completed by **[completion date to be proposed by Offerer and inserted at time of contract award]**.

Note: Evidence of waste shipment is NOT evidence of completion - only evidence that the waste has been accepted at the receiver site is proof of completion. For waste where liability is attached until final disposal is complete, the only acceptable proof of completion is actual disposal records.

- (4) **Completion Documents List:** The Contractor shall provide a final report to DOE documenting the following information (if applicable to this incentive):
 - (a) Costs, manpower, resources, and schedules used to complete the Milestone;
 - (b) Activities conducted to complete the Milestone;
 - (c) Revised facility/site drawings and documentation of utility re-routing and isolations or operability;
 - (d) Lessons learned and issue resolution;
 - (e) Waste volumes removed, processed, repackaged, stored, shipped, and disposed;
 - (f) Container data records and disposal facility receipt documentation;
 - (g) Radiological Characterization Surveys of the remaining structures after Contract demolition activities are complete; and
 - (h) Copies of approved permits.
- (5) **Technical Boundary Conditions:** All work will be performed in conformance with procedures governing demolition and waste packaging, characterization, storage and/or shipping and disposal; as well as any other applicable procedures and contract requirements.
- (6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with ISMS and ES&H requirements.

m. Section B.2.6.e.iv is replaced with the following:

iv. **Milestone 4**

(1) **Title:** Completion of Performance Work Statement

(2) **Description:** Contractor shall complete all activities as described in the Performance Work Statement. In addition to Milestones 1, 2, and 3 above, the Contractor shall decontaminate, characterize and RCRA clean close the Remote Handled Waste Facility, deactivate, decontaminate, and disposition the BOSF; take necessary actions to stabilize Lagoon 3; characterize the content of Tank 8D-4; and characterize, process, package, ship and dispose of all Contractor-generated waste in accordance with the Performance Work Statement. The Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work to complete this milestone, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.

(3) **Completion:** The Milestone is considered complete when all contract requirements associated with Performance Work Statement have been met. All activities, associated with performance under this Milestone, including waste disposal must be met. The Contractor will dispose of all Contractor-generated waste at an approved, off-site, permitted disposal facility. All physical activities shall be completed prior to the end of the contract period. [Note: Evidence of waste shipment is NOT evidence of completion - only evidence that the waste has been accepted at an appropriate receiver site is proof of completion.] For waste where liability is attached until final disposal is complete, the only acceptable proof of completion is actual disposal records. All activities shall be completed no later than **[completion date to be proposed by Offerer and inserted at time of contract award]**.

(4) **Completion Documents List:** On a monthly basis, the Contractor shall transmit a report to DOE that identifies the number of BOSF structures removed from the facility, BOSF inventory remaining onsite, amount and type of waste prepared for shipping, the amount (and volume) of packages shipped off site for disposal, issues encountered, and lessons learned regarding this activity. The monthly report

will be transmitted as part of routine operations. A final report will be provided after documentation is received confirming final off site disposal of all of waste documenting the final data roll-up from the monthly reports, and the cost, schedule, manpower and resources used to complete this activity. A final report will be provided to DOE within 15 days of the Contractor's declaration that all field work associated with this Milestone has been completed. The report will detail all of the work accomplished by the Contractor in completion of work under and associated with this Milestone. At a minimum, the report will contain and address:

- a) Revised facility/site drawings and documentation of utility re-routing and isolations or operability;
- b) Waste volumes removed, processed, repackaged, stored, and shipped;
- c) Container data records and disposal facility receipt documentation;
- d) Environmental Monitoring Reports (e.g. air monitoring) resulting from environmental compliance monitoring; and
- d) Radiological Surveys (post demolition contamination and dose rate) for the facility footprints including exposed building slabs and foundations.

In addition, the Contractor shall provide certification from the New York State Department of Environmental Conservation that the RHWF has been RCRA clean closed; the Contractor shall provide a report evaluating of the stability of Lagoon 3 and the Contractor shall provide a characterization report of Tank 8D-4.

(5) Technical Boundary Conditions: The work will be performed in conformance with approved procedures governing building demolition, waste packaging, characterization, storage and/or shipping and disposal.

(6) Assumptions: The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with ISMS and ES&HQ requirement.

- n. The milestone entitled "3 - Deactivation, Decontamination, and Disposition of the Balance of Site Facilities in accordance with Completion Criteria established in Section B.2.6.e.iii" in the table used in the "Example Schedule Incentive Fee Calculation" is deleted and replaced with "3 – Demolition and Removal of the Main Plant Process Building (MPPB) and the Vitrification (Vit) Facility in accordance with Completion Criteria established in Section B.2.6.e.iii.

- o. The milestone entitled "4 - Demolition and Removal of the Main Plant Process Building (MPPB) and the Vitrification (Vit) Facility in accordance with Completion Criteria established in Section B.2.6.e.iv" in the table used in the "Example Schedule Incentive Fee Calculation" is deleted and replaced with "4 – Complete all work described in the Performance Work Statement in accordance with Completion Criteria established in Section B.2.6.e.iv".
- p. Adjustment 2 of the "Example Cost Incentive Fee Calculation" is replaced with the following:

Adjustment 2 - Cost Performance above 110% of Target Cost:

Step 1: $\$16,000,000 - \$15,520,000 = \$480,000$ (UNEARNED Schedule Incentive Fee)

Step 2: $(\$480,000 \times 50\%) + (110\% \times 400,000,000) = \$440,240,000$

Step 3: $50\% \times (\$440,240,000 - (110\% \times 400,000,000)) = \$120,000$ downward adjustment

- q. The following are added as Sections B.2.7 and B.2.8:

7. Provisional Fee Payment

- a. Payments of provisional schedule incentive fee and cost incentive fee will be made once per quarter during the contract performance period.
- b. A provisional schedule and cost incentive fee payment schedule will be unilaterally established by the Contracting Officer and based on the successful completion of interim milestones contained in the Contractor's approved "Project Baseline Documents" as specified in Attachment J-3 of the contract. The payment schedule will be established no later than 30 days after the approval of the Contractor's approved "Project Baseline Documents" as specified in Attachment J-3 of the contract.
- c. Each payment shall be limited to the following:

(The sum of the Total Target Schedule Incentive Fee specified in Section B.2.3.a and Total Target Cost Incentive Fee specified in Section B.2.4.a) divided by the total number of quarters in the contract performance period.
- d. Partial quarters will be prorated.
- e. Provisional payment of award fee is described in Section B.2.c.v of the contract.

8. Final Fee Determination

- a. The final fee determination will be calculated by the Contracting Officer when the Contractor has completed all activities included in the Performance Work Statement and in accordance with Section B.2. The final fee payment will be the difference between the final fee determination minus the sum of quarterly provisional fee payments and award fee payments made during the period of the contract.
- b. If the sum of quarterly provisional fee payments and award fee payments made during the period of the contract is greater than the overall fee that is calculated by the Contracting Officer in his/her final fee determination, the Contractor shall reimburse the amount of fee already paid that is greater than that earned and shall pay interest to DOE in accordance with the prevailing Treasury rate(s) in effect at the time the payments were made.

2. Section C.5.0, HIGH LEVEL WASTE CANISTER STORAGE, is revised to read as follows:

C.5.0 HIGH LEVEL WASTE CANISTER STORAGE

High Level Waste Canister Relocation

OBJECTIVE

The Contractor shall be responsible for the safe efficient removal and relocation of 275 Vitrified High Level Waste (HLW) Canisters, two evacuated canisters, spent nuclear fuel debris from the HLW Interim Storage Facility [former Chemical Process Cell in the Main Plant Process Building (MPPB)], and other HLW forms as may be applicable, to a new Canister Interim Storage System.

SCOPE

The Contractor shall design, construct and operate a HLW Canister Interim Storage System. The system shall be located on the south plateau of the WVDP. The Contractor shall design and construct necessary MPPB egress pathways, move and safely store the canisters in a system and configuration such that the canisters may be stored and maintained for a minimum of 50 years without system modification. At the end of the long-term storage period, the canisters shall be in a condition that allows for immediate off-site shipment to a federal repository. The Contractor shall provide a canister over-pack used in storage that is capable of being mated to any current Spent Nuclear Fuel shipping cask without the need for repackaging. The Spent Nuclear Fuel shipping cask and canister overpack shall have or be capable of having a U.S.

Nuclear Regulatory Commission (NRC) (10 CFR 71) or DOE Certificate of Compliance for HLW shipping. The canister storage design shall use any dry cask system similar to technology currently used to store Spent Nuclear Fuel from operating electric generating utilities in dry-cask systems. The Contractor shall provide a Documented Safety Analysis in order to obtain both DOE and NRC Safety Evaluation Reports.

The design shall take into account the physical and radiological characteristics of the vitrified HLW canisters, as well as the characteristics of the evacuated canisters, and other wastes or nuclear materials requiring storage and disposal. The design shall provide for the future need to remove the canister over-packs from storage, load them directly into a shipping cask having a DOE or NRC Certificate of Compliance, and to safely and efficiently ship them.

The Contractor shall be responsible for designing and making all modifications necessary to existing facilities, (e.g., the Main Plant Process Building, the Load-In/Load-Out Facility, site roadways) to accomplish the relocation of the designated waste forms.

All waste generated in the performance of this scope shall be characterized, processed, and packaged. All Transuranic (TRU) waste shall be packaged in accordance with the Waste Acceptance Criteria and the contact handled TRU and remote handled TRU packaging instructions for the Waste Isolation Pilot Plant. All waste with a pathway for disposal shall be shipped and disposed at an approved disposal facility. The Contractor shall avoid generating waste that does not have a pathway for disposal.

3. The language under "SCOPE" in Section C.6.1, MAIN PLANT PROCESS BUILDING DEMOLITION AND REMOVAL, is revised to read as follows:

The Contractor shall dismantle and remove the portions of the Main Plant Process Building (MPBB) and associated facilities, including but not limited to Utility Room, Utility Room Expansion, Plant Office Building, and Load-In/Load-Out Facility, to the nominal 100 +/-3-ft reference elevation.

4. The last sentence of the second paragraph under "SCOPE" in Section C.9.0, WASTE MANAGEMENT AND NUCLEAR MATERIALS, is revised to read as follows:

The Contractor may be required to direct contact handle the waste (i.e. contact-handled (CH)) or the Contractor may be required to handle the waste utilizing remote handled methods (i.e. remote-handled (RH)).

5. The following revisions were made to Section C, Attachment C-2, FACILITY DESCRIPTION AND STATUS:

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Facility	Current Use	Previous Use	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Process Building (including RCRA interim status units: High Level Waste Interim Storage Facility and Analytical & Process Chemistry Hot Cells)	No change	No change	Revised to "Decontaminated with some equipment, piping, and other systems in place"	No change	No change
MSM Repair Shop	No change	No change	No change	No change	Revised to C.6.1
Contact Size Reduction Facility (CSRF) Formerly: MSM Decontamination Room.	No change	No change	No change	No change	Revised to C.6.1
Fire Pumphouse & Storage Tank	No change	No change	No change	Revised to "Operational"	Revised to C.2.1
Laundry Room	No change	No change	No change	No change	Revised to C.6.1
Emergency Vehicle Shelter	No change	No change	No change	No change	Revised to C.6.1
Construction and Demolition Debris Landfill (CDDL)	No change	No change	No change	No change	Revised to C.2.1
Rail Spur	No change	No change	No change	No change	Revised to C.2.1
Warehouse Extension Staging Area or Waste Management Staging Area (WMSA)	Revised to "Equipment and used products storage. House industrial wastes"	Revised to "Temporary storage of hazardous wastes (90-day), and universal waste"	No change	No change	No change
Meteorological Tower	No change	No change	No change	No change	Revised to C.2.1
Security Gatehouse and Fences	No change	No change	No change	No change	Revised to C.2.1
Live Fire Range	No change	No change	No change	No change	Revised to C.2.1
Designated Roadways	No change	No change	No change	No change	Revised to C.2.1
Dams and Reservoirs (Lakes)	No change	No change	No change	No change	Revised to C.2.1
North Plateau Groundwater Recovery System	No change	No change	No change	No change	Revised to C.6.6

(Pump & Treat)					
PTW Soil Containment	No change	No change	No change	Operational (Passively draining contained soils; active transfer of collected liquids)	No change

6. In Section C, Attachment C-2, FACILITY DESCRIPTION AND STATUS, Electrical Substations and Switch Station has been deleted:

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applic: Perform Work Station Section
Electrical Substations and Switch Station	Power distribution and control	Power distribution and control	Industrial	n.a.	Power to NP supplied by 34.5 kV National Grid loop system. Two independent lines supply switching station on NP; one from Angola, NY and one from Machias, NY. Power is stepped down to 480V or lower to supply site needs by multiple substations and transformers located adjacent to WVDP facilities. Older systems are vintage 1960. Spare supply of OEM parts generally exhausted.	Operational	Structures removed (or relocated if necessary to support continuing infrastructure needs); Foundations adjacent to the MPPB remain	C.6.6

					Equipment and construction include 3-gang switches, fused disconnect switches, oil circuit breakers, trip coils transformers, steel-framed dead end structures, and reinforced concrete foundations, etc..			
					Lake pumps, RTS DC, RHWF, NDA, and site perimeter monitoring stations facilities obtain power from separate National Grid 4,800V - 480V rural system.			

And the following Section C, Attachment C-2, FACILITY DESCRIPTION AND STATUS, Electrical Substations and Switch Station has been added:

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applic: Perform Wor Stater Secti
North Plateau (a.k.a. the Niagara Mohawk Power Corp. substation)	Power distribution and control	Power distribution and control	Industrial	n.a.	Power to NP supplied by 34.5 kV National Grid loop system. Two independent lines supply	Operational	Operational	C.2.4

substation and the Siemens-Allis substation (30-US-2A & 2B					<p>switching station on NP; one from Angola, NY and one from Machias, NY. Power is stepped down to 480V or lower to supply site needs by multiple substations and transformers located adjacent to WVDP facilities. Older systems are vintage 1960. Spare supply of OEM parts generally exhausted. Equipment and construction include 3-gang switches, fused disconnect switches, oil circuit breakers, trip coils transformers, steel-framed dead end structures, and reinforced concrete foundations, etc..</p> <p>The Siemens-Allis Substation (30-US-2A & 2B), services the Permanent</p>			
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					<p>Ventilation System Building</p> <p>Lake pumps, RTS DC, RHWF, NDA, and site perimeter monitoring stations facilities obtain power from separate National Grid 4,800V - 480V rural system.</p>			
Vitrification Test Facility Substation (30-US-4)	Power distribution and control	Power distribution and control	Industrial	n.a.	<p>Older systems are vintage 1960. Spare supply of OEM parts generally exhausted. Equipment and construction include 3-gang switches, fused disconnect switches, oil circuit breakers, trip coils transformers, steel-framed dead end structures, and reinforced concrete foundations, etc..</p> <p>The Vitrification Test Facility Substation (30-US-4) is located east of the Shipping Depot</p>	Operational	Structures removed (or relocated if necessary to support continuing infrastructure needs)	C.6.6

Main Plant Unit Substation (a.k.a. Main Plant Switchgear) (30-US-1), and the Utility Room Area Unit Substation (30-US-3).	Power distribution and control	Power distribution and control	Industrial	n.a.	Older systems are vintage 1960. Spare supply of OEM parts generally exhausted. Equipment and construction include 3-gang switches, fused disconnect switches, oil circuit breakers, trip coils transformers, steel-framed dead end structures, and reinforced concrete foundations, etc..	Operational	Structures removed (or relocated if necessary to support continuing infrastructure needs); Foundations adjacent to the MPPB remain	C.6.1

7. The due date/frequency for Deliverable 48 in Section J, Attachment J-3, entitled "Contractor Benefits Program" is revised to "Within 30 days of contract award date and updated as necessary."

8. The due date/frequency for Deliverable 64 in Section J, Attachment J-3, entitled "Project Performance Report" is revised to "Monthly, by the 15th."

9. Section (f) of Provision L.2, PROPOSAL PREPARATION INSTRUCTIONS – GENERAL, is revised to read as follows, hereby excluding the Offeror's Critical Path Schedule and Parts A and B of the Experience and Past Performance Reference Information Form from the page count for Volume II – Technical Proposal:

- (f) Page Count Exceptions. Every page of the Volume II – Technical Proposal shall be counted towards the page limitation, including attachments, appendices and annexes, except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross-Reference Matrix, Critical Path Schedule, Key Personnel Resumes, Key Personnel Letters of Commitment, Experience and Past Performance Reference Information Form (Parts A and B), List of Terminated Contracts, and ESH&QA Past Performance Form. Past Performance Evaluation Forms are submitted by the references separately and thus are not included in the Volume II page limitation.

10. Section (j) of Provision L.5, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: COST AND FEE PROPOSAL, has been revised as follows to incorporate additional DOE Provided Costs for Dam and Spillway Repairs (WBS 2.1.1), Permeable Treatment Wall Management (WBS 3.0), and NRC-Licensed Disposal Area (NDA) Protection (WBS 8.1):

(j) DOE Provided Costs. For proposal preparation purposes, the Offeror shall use the amounts provided by DOE for proposed costs for all activities directly associated with the following WBS areas:

- Support to DOE (WBS 1.3.3.2) – Total cost of \$1,893,488 for all scope. Annualized cost of \$250,000 for FY11 (Year One) and escalated at 2.8% for subsequent years. Cost breakdown is as follows:
 - Office and Information Services – Cost assumption for office area at the Ashford Office Complex (AOC) of 8,000 square feet at an annualized cost of \$156,000 beginning in FY11 (Year One) and escalated at 2.8% for subsequent years. Cost assumption for Office and Information Services activities at an annualized cost of \$212,000 for FY11 (Year One) and escalated at 2.8% for subsequent years.
 - Energy Employees Occupational Injury Compensation Program Act (EEOICPA) – EEOICPA support activities are provided by DOE at an annualized cost of \$13,000 for FY11 (Year One) and escalated at 2.8% for subsequent years.
 - Radiological Assistance Program (RAP) – Cost assumption of \$0 for RAP support activities as any potential RAP activities will be separately funded by National Nuclear Security Administration (NNSA).
 - Expanded Public Participation – Annualized cost of \$25,000 for FY11 (Year One) and escalated at 2.8% for subsequent years.
 - Studies Related to Determination of Phase 2 Decision – Cost assumption of \$0, as a proposal will be requested by DOE for any studies determined to be necessary.

- Support to Other DOE Contractors (WBS 1.4) – Total cost of \$757,395 for all scope. Annualized cost of \$100,000 for FY11 (Year One) and escalated at 2.8% for subsequent years.
- Pensions (WBS 1.5) – Total cost of \$32,916,667 for all scope. Annualized pension cost of \$5,000,000 beginning in FY12 (Year Two), with no escalation increases for subsequent years. All other employee benefit costs for incumbent employees are captured through the fringe benefit rate.
- Permeable Treatment Wall (PTW) Management (WBS 3.0) – Total cost of \$166,627. Annualized cost of \$22,000 for FY11 (Year One) and escalated at 2.8% for subsequent years, with 75% of the costs allocated to WBS 3.1 and 25% of the costs allocated to WBS 3.2.
- Dam and Spillway Repairs (WBS 2.1.1) – Total cost of \$1,999,524 (or annualized cost of \$66,000 per year for FY11 [Year One] escalated at 2.8% for subsequent years) for **only** the following scope included under Section C.2.0 of the PWS:
 - The Contractor shall repair the reservoir, emergency spillway and dam system to ensure full functioning of the site water system, ensure integrity of the WNYNSC Class 1 railroad line supported by the dams, and eliminate overtopping of the dams. Improvements should be designed to ensure continued functioning of the system for 20 years. Such repair may entail dredging of the channel connecting the two reservoirs; repair of access road drainage features and dam groin areas; restoration of the emergency spillway; repair of the outfall and intake for the 18ft culvert including headwall reinforcement; and design and installation of erosion control improvements to prevent erosion of the spillway toe, effusion of the outfall area, and erosion or scouring damage of any other susceptible areas. All designs shall be approved by DOE and NYSERDA prior to implementation.
- Site Utility Services (WBS 2.4) – Total cost of \$6,619,295 for all scope. The cost breakdown by year is \$352,080 for FY11, \$1,408,318 for FY12, \$1,387,602 for FY13, \$1,226,042 for FY14, \$1,012,921 for FY15, \$606,316 for FY16, \$530,010 for FY17, and \$96,006 for FY18.
- Permeable Treatment Wall (PTW) Management (WBS 3.0) – Total cost of \$166,627 for all scope. Annualized cost of \$22,000 for FY11 (Year One) and escalated at 2.8% for subsequent years; with 75% of the costs allocated to WBS 3.1 and 25% of the costs allocated to WBS 3.2.
- NRC-Licensed Disposal Area (NDA) Protection (WBS 8.1) – Total cost of \$999,762 (or annualized cost of \$33,000 per year for FY11 [Year One] escalated at 2.8% for subsequent years) for **only** the following scope included under Section C.8.0 of the PWS:
 - The Contractor shall armor and protect the NDA North Slope to meet the intent of NCR NUREG-1623. The Contractor may use a combination of bioengineered covering (vegetated mat) and hard stone features to tie into existing armoring placed by NYSERDA in

Lagoon Road Creek and Erdman Brook and be capable of withstanding one half the probable maximum precipitation (PMP) event for the drainage off of the NDA and SDA. Approval of the design is required by DOE and NYSERDA, with concurrence from NRC before proceeding to construction. Design will feature innovative methods of slope stabilization including geotechnical fabrics, green techniques, etc. in order to meet the objectives of no erosion impact to the NDA toe for 30 years.

Section L, Attachment L-8 already contains the DOE Provided Cost by FY and by WBS area. Offerors shall prorate the DOE Provided Cost for the last FY to align with the Offeror's proposed schedule. For example, if the Offeror proposes a period of performance ending in June (nine months), the Offeror would use 75 percent of the DOE Provided Cost for that FY.

The Offeror shall include the DOE Provided Costs already identified in Attachment L-8 as part of the total estimated cost in accordance with Section B, Clause B.2, Total Estimated Cost and Fee. The Offeror shall not change the assigned dollar figures with the exception to prorate for the last FY and apply its proposed G&A rate, if applicable. Additionally, the DOE Provided Costs will not be separately funded, and are considered to be part of the funding profile identified in Table L.2.

11. The five calendar years for which information is requested in the form in Attachment L-5, ENVIRONMENT, SAFETY, HEALTH, AND QUALITY ASSURANCE PAST PERFORMANCE FORM, are revised to YTD, 2009, 2008, 2007, and 2006. In addition, the first sentence above the form is revised to read as follows:

Each member of Offeror's team shall provide a complete response to the following Environment, Safety, Health and Quality (ESH&Q) Past Performance Indicators for the **following periods: 2010 calendar year Year-to-Date (YTD), 2009, 2008, 2007 and 2006.**

12. The following Section L attachments have been revised to capture the inclusion of additional plug numbers in Section (j) of Provision L.5:

Attachment L-8, SUMMARY OF COST WORKSHEETS
Attachment L-9, DIRECT LABOR HOURS WORKSHEET
Attachment L-10, WASTE QUANTITIES AND COST WORKSHEET

13 The second table in Section L, Attachment L-11, COST ASSUMPTIONS/INFORMATION, entitled "Main Plant Process Building – Summary of Beginning Position" is hereby deleted. This table has been replaced by the table entitled "MPPB Beginning Summary Condition Synopsis" that was incorporated into the Request for Proposals via Amendment 001.

14. **"Waste Management and Nuclear Materials"** is deleted from the top of the page with the table of estimated waste volumes in storage on-site at WVDP in Section L, Attachment L-11, COST ASSUMPTIONS/INFORMATION. In addition, Note 1 is revised to read as follows:

Approximately 13,455.5 ft³ of legacy waste is expected to require a 435.1 waste determination. Waste types may include Vitrification vessels, and tank farm pumps.

15. The second sentence under *Project Management and Execution* in Factor 1 – Technical Approach, in Provision M.3, TECHNICAL EVALUATION FACTORS, is revised to read as follows:

DOE will evaluate the depth, quality, completeness and effectiveness of the Offeror's approach to accomplishing the major PWS activities including, but not limited to: handling of the high level waste canisters; removal of the facilities and systems required by the PWS; and management and disposal of all Legacy Waste and waste generated from performance of the Phase 1 activities described in the PWS.

16. The language under *Regulatory Approach* in Factor 1 – Technical Approach, in Provision M.3, TECHNICAL EVALUATION FACTORS, is revised to read as follows:

Regulatory Approach. DOE will evaluate the Offeror's approach to achieve regulatory approval for the proposed execution of all activities in the PWS. Additionally, DOE will evaluate the extent to which the Offeror's regulatory approach demonstrates integration with their project management and risk management approaches. DOE will also evaluate the Offeror's regulatory approach to support all waste management and disposal activities.

17. The following will not be evaluated by the Government and is hereby deleted from the Key Personnel Oral Presentations in Factor 2 – Key Personnel and Organizational Structure in M.3, TECHNICAL EVALUATION FACTORS:

- The degree to which the Offeror's oral response is consistent with the Offeror's written proposal

18. The second sentence in Factor 3 – Relevant Experience, in Provision M.3, TECHNICAL EVALUATION FACTORS, is revised to read as follows:

In the case of a newly formed Limited Liability Company (LLC) or joint venture, DOE will evaluate the experience of the joint venture partners or LLC members against the portion of the work that each entity is proposed to perform.

Attachments:

1. Attachment L-8 – Summary of Cost Worksheets
2. Attachment L-9 – Direct Labor Hours Worksheet
3. Attachment L-10 – Waste Quantities and Cost Worksheet
4. Attachment L-11 – Cost Assumptions/Information